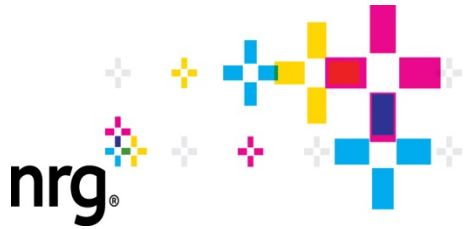


DOCKETED

Docket Number:	98-AFC-04C
Project Title:	Sunrise Cogeneration Power Project (Compliance)
TN #:	206822
Document Title:	Sunrise Power Company Petition to Amend for new T1 line
Description:	Petition to Amend (PTA) to install new T1 fiber optic communication line for Sunrise Power Company, LLC
Filer:	Eric Veerkamp
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	12/3/2015 8:49:12 AM
Docketed Date:	12/3/2015



Sunrise Power Company LLC
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Carlsbad, CA 92008
Phone: 760-710-2156
Fax: 760-710-2158

November 23, 2015

Mr. Eric Veerkamp
Compliance Project Manager
Docket No. 98-AFC-4C
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814

RE: PETITION TO REPLACE - T1 COMMUNICATION LINE
Sunrise Power Company, Fellows, CA
Docket No. 98-AFC-04C

Dear Mr. Veerkamp:

I. Introduction

Sunrise Power Company, LLC (Sunrise), a wholly owned subsidiary of NRG Energy, Inc. (NRG), seeks approval to replace its existing T1 communication line that has been in service since Sunrise commenced operation in June 2001. The current line is located on Chevron oil field power poles. Sunrise intends to replace this T1 communication with a line to be located on Aera Energy LLC (Aera) poles within the existing Sunrise utility corridor that contains its natural gas, water, and wastewater lines.

Sunrise was formerly owned by a 50-50 partnership consisting of Edison Mission Energy (EME) and Chevron. NRG acquired 100% of Sunrise in May 2014 when it acquired all of EME's assets and Chevron's share. Sunrise currently shares its T1 communication line with Chevron and due to obligations associated with the acquisition of Sunrise, Sunrise Power Company LLC needs to establish its T1 communication line independent from Chevron's. Consequently Sunrise has planned to establish its own fiber-optic cable service by the end of the year to meet this obligation; the replacement project is funded for 2015 and therefore Sunrise seeks expeditious review as possible.

This Petition to Replace includes the following subsections associated with the planned replacement of the existing communication line: Background, Project Description, Project

Schedule and Overview of the Petition including Information Requirement for Post-Certification Amendment, Necessity of Change, and Consistency of Changes with Certification, and Environmental Impacts Analysis.

II. Background

Sunrise is located approximately 35 miles southwest of Bakersfield, and one mile southwest of the intersection of State Route 33 and Shale Road in Kern County, California. Sunrise was certified in December 2000 as a 320 megawatt (MW) simple-cycle, natural gas-fired power plant, and commenced operation in June 2001. In November 2001, the California Energy Commission (CEC) approved a Petition to Amend, resulting in the expansion of Sunrise to a two-on-one 585 MW combined-cycle power plant. The combined-cycle configuration commenced operation in June 2002.

III. Project Description

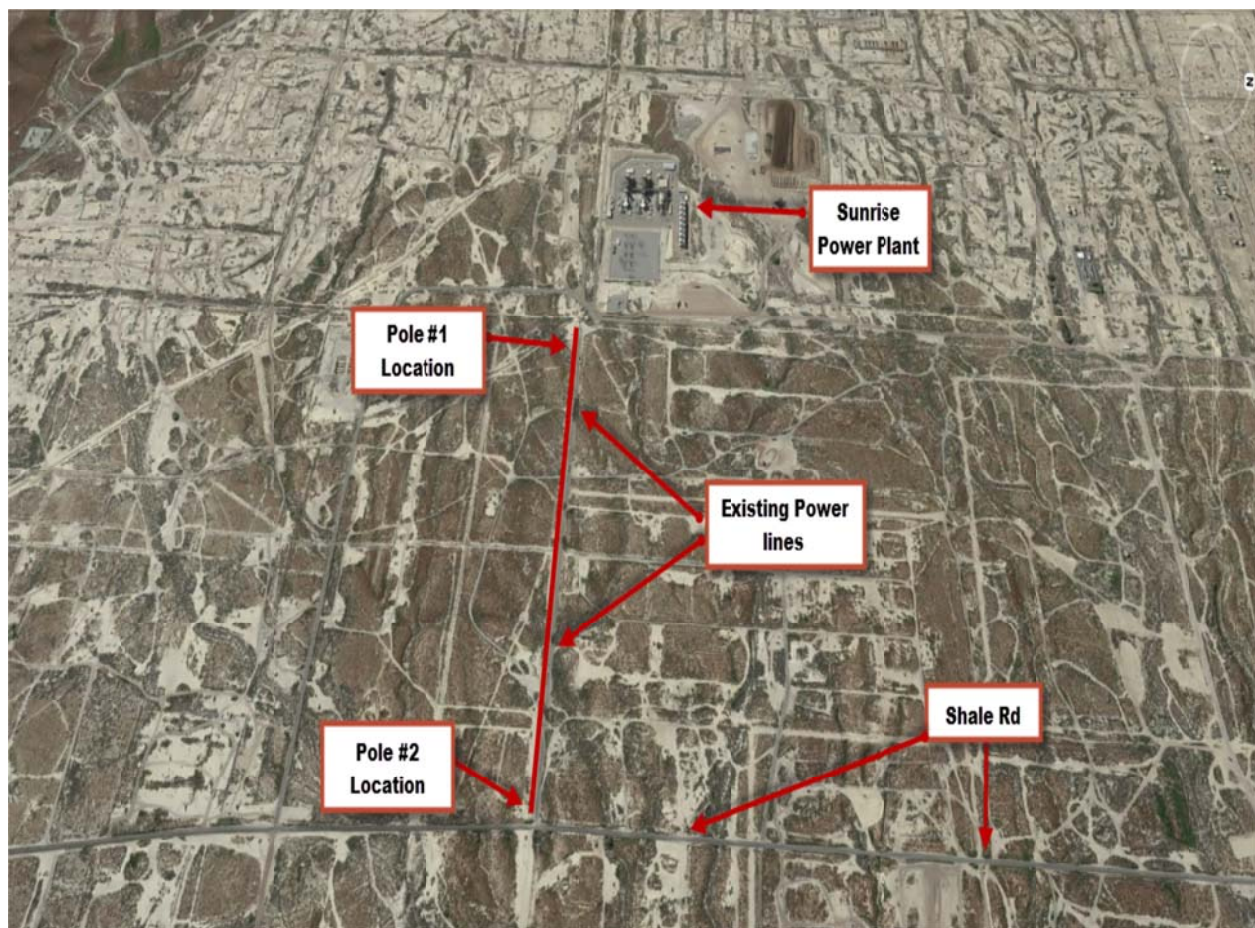
Sunrise has contracted Contra Costa Electric (CCE) to install approximately ½-mile of Verizon fiber-optic cable from Shale Road to Sunrise Power Company on Sunrise Road (see Figure 1 below and Exhibit 1 – figures and photographs depicting current conditions and the proposed alignment of fiber-optic cable along Aera poles. The work will include the following tasks:

- Furnish and install 24SM ADSS fiber-optic cable from Sunrise to Shale Road; cable installation will take place from the service road within the existing easement that includes Sunrise's natural gas, water and wastewater utilities (Exhibit 1). The cable will be installed by CCE personnel utilizing a "cherry picker" lift from the existing dirt service road, as shown in Exhibit 2 photographs.
- Furnish and install (2) 35-foot Class 4 wooden poles rated at 2400 pounds each, fiber-optic cable supports and FOPP; one pole will aid in the transition to the Aera poles and the second pole will reduce the span length between two existing poles to better support the fiber-optic cable. The poles will be set into augured holes several feet deep. Soils removed from the augured holes will be retained onsite within the utility and distributed on the adjoining land.
- Install (5) down guys (i.e., fiber optic connections) to five respective Aera poles.
- Install all tangent and dead-end supports for the ADSS fiber-optic cable.
- Adjust 480 volt power conduit at one location to enable fiber-optic line clearance.
- Terminate, label and test fiber and provide test results to Sunrise.
- Disconnect the Chevron communications line feed into the plant near the administration building (Exhibit 1).

Sunrise has executed an easement agreement with Aera for the installation, operation, and maintenance of the subject replacement fiber-optic cable (see Exhibit 2). The easement agreement specifies that an approved designated biologist must conduct a pre-construction

survey of the work area prior to the start of construction and that the results of the survey are to be furnished to Aera. It is Sunrise's intent to initiate this survey the first week of December using the CEC-approved designated biologists Waring Laurendine and Randi McCormick from McCormick Biological, Inc. (MBI) and to provide the pre-construction survey results jointly to the CEC and to Aera. Exhibit 3 includes the resumes of the approved biologists and communication from the CEC verifying their approval.

Figure 1 – Project Layout



IV. Project Schedule

The proposed Petition to Replace is planned over a 14-day period. As noted above, the Sunrise will complete pre-construction surveys within 14 days of the start of the replacement project.

- Pre-Construction Surveys: November 30-December 13 (planned within this window)
- Fiber-Optic Line Replacement: December 14-31

The project team is prepared to start upon CEC approval. They can mobilize as soon as December 7. The project is funded to be completed by end of 2015.

V. Overview of the Petition

This Petition to Replace entails the replacement of existing communications equipment provided by Chevron (former co-owner) that has served Sunrise since its operation in 2001. The Project Owner, Sunrise Power Company LLC is compelled to replace this equipment due to contractual obligations associated with NRG's acquisition of Sunrise which had been jointly owned by EME and Chevron. This Petition proposes to use in-kind equipment (fiber optic cable) that is proposed within the same utility corridor, but on a new lessee's (Aera) poles. This Petition does not propose any changes to the COCs included in the Final Decision.

a. Information Requirements for the Post-certification Amendment

This Petition contains the information required under the CEC's Siting Regulations for post-certification project modifications (California Code of Regulations [CCR] Title 20, Section 1769). This petition, as summarized in Table 1 below, contains the information necessary for staff to determine that that the replacement of the existing T1 communications cable will not (a) significantly affect the environment, (b) cause a change or deletion of a COC, or (c) cause the project not to comply with applicable laws, ordinances, regulations, and standards (LORS).

TABLE 1
Informational Requirements for Post-Certification Modifications

Section 1769 Requirement	Section of Petition Fulfilling Requirement
(A) A complete description of the proposed modifications, including new language for any conditions that will be affected	<i>III. Project Description and V. Overview of Petition</i> <i>VI. Environmental Analysis Summary, Table 2</i>
(B) A discussion of the necessity for the proposed modifications	<i>V. b. Necessity of Proposed Changes</i>
(C) If the modification is based on information that was known by the petitioner during the certification proceeding, an explanation why the issue was not raised at that time	<i>V. b. Necessity of Proposed Changes</i>
(D) If the modification is based on new information that changes or undermines the assumptions, rationale, findings, or other bases of the final decision, an explanation of why the change should be permitted	<i>Not Applicable – final decision not changed</i>
(E) An analysis of the impacts the modification may have on the environment and proposed measures to mitigate any significant adverse impacts	<i>VI. Environmental Analysis Summary, Table 2</i>
(F) A discussion of the impact of the modification on the facility's ability to comply with applicable laws, ordinances, regulations, and standards;	<i>V. Overview of Petition</i>
(G) A discussion of how the modification affects the public	<i>V. Overview of Petition</i>
(H) A list of property owners potentially affected by the modification	<i>VII. List of Property Owners</i>
(I) A discussion of the potential effect on nearby property owners, the public and the parties in the application proceedings.	<i>III. Project Description</i>

b. Necessity of Proposed Changes

The Siting Regulations require a discussion of the necessity for any revision to a CEC certification and of whether the modification is based on information that was known by the petitioner during the certification proceeding (Title 20, CCR, Sections 1769 [a][1][B] and [C]). This Petition proposes to replace existing T1 communications line to facilitate ongoing operations of Sunrise. The planned discontinuation of communications support by Chevron has necessitated the change. Sunrise, with the initial license certification in December 2000 and with the amended Decision in November 2001, could not have known whether its ownership partner would sell its interest in the Sunrise power plant approximately 15 years later.

c. Consistency of Changes with Certification

The CEC Siting Regulations require a discussion of the consistency of a proposed project revision with the LORS and whether the modifications are based on new information that changes or undermines the assumptions, rationale, findings, or other basis for the final decision (Title 20, CCR Section 1769 [a][1][D]). If any such modification would cause a project to be inconsistent with the certification, the Petition must provide an explanation of why the modification should be permitted.

The Petition to Replace the fiber-optic cable is consistent with the purpose of Sunrise as licensed and amended and is consistent with the applicable LORS and COCs as described in the Final Decision. This Petition is not based on new information that changes or undermines any basis of Final Decision. The findings and conclusions contained in the Final Decision are applicable to the project with the replacement of the fiber-optic line.

VI. Environmental Analysis Summary

The CEC Siting Regulations require the Project Owner to analyze potential environmental impacts of the proposed modifications, and propose measures to mitigate any potentially significant adverse impacts of the revised project (Title 20, CCR, Section 1769 [a][1][E]). The regulations also require a discussion of the impact of the modification on the facility's ability to comply with applicable LORS (Section 1769 [1][a][F]). Table 2 below summarizes the environmental analysis associated with the fiber-optic cable work. Based on the information in Table 2, the Project Owner concludes that there will be no significant environmental impacts associated with implementing the fiber-optic cable work, as this work is the replacement of existing communications cable that has served Sunrise since its initial operations. Sunrise will continue to comply with all applicable LORS. This Petition does not anticipate the need for any changes to Sunrise's Final Decision's Conditions of Certification (COCs) for the respective environmental impact areas analyzed.

TABLE 2
Environmental Analysis by Technical Discipline

Discipline	Development Support Activities	Comments
Air Quality	No Additional Impacts	No additional air quality impacts are anticipated beyond those discussed in the Final Decision. Sunrise will use service vehicles to support personnel and transport supplies (e.g., fiber-optic cable) and equipment (crane and/or “cherry picker” lift for the installation of fiber-optic cable. Sunrise will meet COC AQ-C1 and -2 with respect to fugitive dust and the proper operating condition and Tier engine for the respective off-road equipment. No additional air quality impacts are anticipated, noting the planned compliance of these Air Quality COCs.
Biological Resources	No Additional Impacts	No additional biological resources impacts are anticipated beyond those discussed in the Final Decision. Sunrise will meet the requirements of BIO-1 (implementation of the CEC-approved Biological Resources Monitoring Implementation and Mitigation Plan), BIO-2 and BIO-3 (demonstration that CEC-approved designated biologists and monitors are used for this Petition and for plant operations), and BIO-6 (implementation of the Worker Environmental Awareness Program). The fiber-optic cable work area is within the existing, highly disturbed Sunrise utility corridor hosting Sunrise’s natural gas, water and wastewater utilities and the existing Chevron communications line shared by Sunrise. Prior to the construction activities covered by this Petition, Sunrise will implement pre-construction surveys as outlined in BIO-1 and in the Aera easement agreement (Exhibit 3). The activities outlined in this petition are located within areas that were previously surveyed and analyzed during the licensing process.
Cultural Resources	No Additional Impacts	No additional cultural resources impacts are anticipated beyond those discussed in the Final Decision. The fiber-optic cable work area is within the existing highly disturbed Sunrise utility corridor. Ground disturbance within this area is limited to installation of two wooden poles within this utility corridor. No cultural monitoring is planned for this Petition as the work is within areas that were previously surveyed and analyzed during the licensing and construction processes.
Geologic Hazards and Resources	No Additional Impacts	No additional geologic hazards impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision. Regional and local geology as well as geologic hazards were analyzed during the licensing process, and would remain unchanged.

TABLE 2
Environmental Analysis by Technical Discipline

Discipline	Development Support Activities	Comments
Hazardous Materials	No Additional Impacts	No additional hazardous material impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision.
Land Use	No Additional Impacts	No additional land use impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision.
Noise	No Additional Impacts	No additional noise impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision.
Paleontological Resources	No Additional Impacts	No additional paleontological resources impacts are anticipated beyond those discussed in the Final Decision. The fiber-optic cable work area is within the existing highly disturbed Sunrise utility corridor. Ground disturbance within this area is limited to installation of two wooden poles within this utility corridor. No paleontological monitoring is planned for this Petition as the work is within areas that were previously surveyed and analyzed during the licensing and construction processes.
Public Health	No Additional Impacts	No additional public health impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision.
Socioeconomics	No Additional Impacts	No additional socioeconomic impacts are anticipated as a result of the fiber-optic cable work beyond those discussed in the Final Decision.
Soils	No Additional Impacts	No additional soils impacts are anticipated beyond those discussed in the Final Decision. The fiber-optic cable work area is within the existing highly disturbed Sunrise utility corridor. Ground disturbance within this area is limited to installation of two wooden poles within this utility corridor. Soils within the demolition areas were analyzed during the licensing and construction processes.
Traffic and Transportation	No Additional Impacts	No additional traffic impacts are anticipated beyond those discussed in the Final Decision. The fiber-optic cable work is limited to the service road between Shale Road and Sunset Power Road. Traffic/vehicle support for this project will be akin to operational maintenance and limited to approximately 14 days.

TABLE 2
Environmental Analysis by Technical Discipline

Discipline	Development Support Activities	Comments
Visual Resources	No Additional Impacts	No additional visual resource impacts are anticipated beyond those discussed in the Final Decision as a result of the fiber-optic cable work. The cable will be installed on existing oil field poles that host transmission lines. No change to the visual characteristics of Sunrise or the surrounding oil field.
Waste Management	No Additional Impacts	No additional hazardous waste impacts are anticipated beyond those discussed in the Final Decision as a result of the fiber-optic cable work. De minimis levels of wastes would be generated, including expendable materials associated with the installation of the fiber-optic cable, which would not result in additional impacts.
Water Resources	No Additional Impacts	No additional water resource impacts are anticipated beyond those discussed in the Final Decision as a result of the fiber-optic work. Additional water use for dust suppression is not anticipated while the service vehicles and “cherry picker” lift/crane add cable to the existing poles. De minimis levels of water may be used during the augering of holes for the two wooden poles which not result in additional impacts.
Worker Health and Safety	No Additional Impacts	No additional worker health and safety impacts are anticipated beyond those discussed in the Final Decision as a result of the fiber-optic cable work.

VII. Conclusions

Based on the information contained in this Petition to Replace, Sunrise concludes that there will be no significant environmental impacts associated with implementing the fiber-optic cable work. The work will entail the replacement of existing communications cable that has served Sunrise since its initial operations. The project will not result in any changes to Conditions of Certification in the Final Decision. Implementation of the existing COCs will ensure that the fiber-optic work will not result in significant impacts.

VIII. References

California Energy Commission. 2000. *Commission Decision*. Sunrise Power Project Application for Certification. December.

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California Energy Commission. 2001. *Staff Analysis of Proposed Project Modification, Conversion to Combined Cycle Operations*. November 9.

URS, 2000. *Biological Resources Mitigation Implementation and Monitoring Plan*. November.

If you have any questions, please do not hesitate to contact me at 760-707-6833 or via email at George.Piantka@nrg.com

Best Regards,



George L. Piantka, PE
Sr. Director, Regulatory Environmental Services
NRG Energy, West Region

cc: Christine Stora, CEC
Carol Watson, CEC
David King, Sunrise Power Company

Figure 1: Project Layout

Table 1: Informational Requirements for Post-Certification Modifications

Table 2: Environmental Analysis by Technical Discipline

Exhibit 1: Figures and Photographs Depicting Proposed Alignment of Fiber-Optic Cable

Exhibit 2: Aera Energy LLC Easement Agreement

Exhibit 3: Designated Biologists, Waring Laurendine and Randi McCormick of MBI

Exhibit 1

Figures and Photographs Depicting Proposed Alignment of Fiber-Optic Cable Sunrise Power Company, Petition to Replace T1 Communication Line

(E) APPROXIMATE LOCATION
AERA GAS
UNDERGROUND PIPELINE PER
ABOVEGROUND PIPELINE MARKER

N.W. COR. SEC. 25,
31/22, M.D.B.&M.

PROPOSED NRG ENERGY
EASEMENT FOR H-STRUCTURE

(E) CHEVRON POLE LINE

GRAVEL ROAD

(E) APPROXIMATE LOCATION
KERN WATER UNDERGROUND
PIPELINE PER ABOVEGROUND
PIPELINE MARKER

(E) APPROXIMATE LOCATION
SUNRISE GAS UNDERGROUND
PIPELINE PER ABOVEGROUND
PIPELINE MARKER

(E) AERA POLE LINE

(E) APPROXIMATE LOCATION
SUNRISE WATER UNDERGROUND
PIPELINE PER ABOVEGROUND
PIPELINE MARKER

PAVED ROAD

AERA - BRUNSWICK
N/2, N/2, NE/4 SECTION 26,
T31S, R22E, MDB&M
APN: 183-220-09

CHEVRON - RIPLEY FEE
N/2, NW/4 SECTION 25,
T31S, R22E, MDB&M
APN: 183-220-16

(E) SHALE ROAD 60'
WIDE R.O.W.

LEGEND

(E) EXISTING
(TYP) TYPICAL
SECTION LINE
(E) OVERHEAD POWER
(E) PIPELINE MARKER
(E) POWER POLE

DATE	DESCRIPTION OF REVISIONS	BY
05-15-15	TOPO FOR PROPOSED NRG H-STRUCTURE	PLH

PREPARED FOR:

NRG ENERGY INC

PREPARED BY:



ADVANCED Geomatics
ENGINEERING, INC.

1910 MINERAL CT. BAKERSFIELD, CA 93308 (661)393-9100 FAX (661)393-9022

DRAWN BY:
P.L.H.

CHECKED BY:
V.A.L.

SHEET 1 OF 1 SHEETS



<- AERA poles

PG & E poles ->

Sunrise Power

↓
V

Verizon pole to be installed
here with junction box.

↓
V

Shale Road
<- South North ->



<- AERA poles

PG & E poles ->



<- AERA poles

PG & E poles ->



<- AERA poles

PG & E poles ->



<- AERA poles

PG & E poles ->



<- AERA power poles

<- AERA power pole

Will add second pole here to
span distance for cable



<- AERA power pole

<- AERA power pole

Sunrise Power Road
|
v



<- AERA power pole

<- AERA power pole



<- AERA power pole

<- AERA power pole

Looking East towards bend in
Sunrise Power Road.



Looking East. Pole with existing Chevron fiber run that is to be disconnected.

<- Existing grey four inch conduit on north side of pole going underground leading to Sunrise Power Company.

Exhibit 2

Aera Energy LLC Easement Agreement

Sunrise Power Project, Petition to Replace T1 Communication Line

LICENSE TO OPERATE AN ELECTRICAL AND COMMUNICATION LINE

THIS AGREEMENT, dated the 11th day of December, 2014 by and between AERA ENERGY LLC, a California limited liability company, whose mailing address is P.O. Box 11164, Bakersfield, CA 93389-1164, hereinafter termed "Licensor", and Sunrise Power Company, LLC, whose mailing address is 12857 Sunrise Power Road, Fellows, CA 93224, hereinafter termed "Licensee".

WITNESSETH:

Licensor hereby grants to Licensee, subject to termination as hereinafter provided, and under the terms, conditions and provisions contained herein, a revocable license ("License") to construct, maintain and operate electrical and communication lines on existing power poles on Licensor's property, as more particularly described below, as well as to construct one (1) pole on Licensor's property, as more particularly described below, to which will be attached the electrical and communications lines. The electrical and communications lines and the new pole are hereinafter referred to as the "Facilities". The route of the existing poles is identified on Exhibit "A" attached to and made a part of this Agreement. The Facilities authorized by this License shall be located as indicated on the attached aforementioned Exhibit across the following described property, situated in Kern County, California, as follows,

Township 31 South, Range 22 East, M.D.B.M.

Section 25: N2N2NWNW; Section 26: N2N2NE (APN: 183-220-09)

Said property being hereinafter referred to as "said Premises";

provided further, that this License shall also apply to any poles owned, leased or licensed to Licensor which are not located on said Premises but are reflected on the route identified on Exhibit "A".

1. Licensee shall have the temporary use of additional land as reasonably needed provided that no habitat is affected during construction of the Licensee's above mentioned installation of the Facilities and shall promptly and diligently, at its own expense, repair any and all damage to the subject property caused by its construction, operation or maintenance of said Facilities.
2. Prior to commencement of construction, Licensee shall conduct a threatened and endangered species survey along the route of the line. Licensee shall furnish Licensor a copy of said survey as soon as it becomes available and prior to the commencement of

construction. After completion of said survey, Licensee, its successor's assigns, agents and contractors, shall take the necessary actions to protect threatened and endangered species as required by State of California and Federal law. Licensee shall furnish Licensor a copy of all correspondence and permits received from the California Department of Fish and Wildlife or any federal agency pertaining to threatened and endangered species. Licensee shall also train all contractors, employees and all other persons involved in the construction, operation and maintenance in recognition and protection of threatened and endangered species prior to entering upon Licensor's property.

3. Licensee shall have an "as-built" survey prepared on the Facilities and furnish same to Licensor within thirty days of completion of said Facilities.
4. Licensee shall not interfere with or obstruct the use of said Premises by Licensor other than by construction, operation or maintenance of the Facilities, or injure or interfere with any person or property on or about said Premises, and Licensor shall not unreasonably interfere with Licensee's use of the licensed area.
5. Licensee, in the exercise of the rights granted to it hereunder, shall not do or permit to be done any welding or operation involving sparks or flame within a distance of three hundred feet (300') from any oil or gas well, or oil, gas or gasoline container, or place of discharge to atmosphere of oil, gas or gasoline, whether located on said Premises or on adjacent lands, without prior consent of Licensor, and then only in accordance with such conditions as may be expressed in said consent. Prior to construction, Licensor shall identify all such oil or gas wells, containers and places of discharge on a map of the Premises.
6. Whenever, in the opinion of Licensor, said Facilities interfere with Licensor's use or operations upon said Premises, Licensee shall, at its own expense and risk, within one (1) year after written request by Licensor, lower or relocate or reconstruct said Facilities upon and across said Premises to the depth or along the route specified by Licensor in such request, and shall restore said Premises as nearly as practicable to the same state and condition they were in prior to the reconstructing of said Facilities as the case may be. In the event compliance with or obedience to any Federal or State law or any regulation, rule or order of any governmental authority having jurisdiction prevents Licensee from complying with the hereinabove referenced one (1) year relocation requirement, said requirement shall be extended for an additional one (1) year term.
7. Licensee and its employees and agents, at any and all times when necessary, shall have free access to said Facilities over such reasonable route as Licensor may designate or approve, for the purpose of exercising the rights hereby granted.
8. This license is personal to Licensee and shall not be assigned by Licensee, in whole or in part, without the written consent of Licensor first being had. Licensor's consent shall not be unreasonably withheld. No written consent by Licensor hereunder shall be deemed a waiver by Licensor of any of the provisions hereof, except of such consent.

9. It is further understood and agreed that this License and the rights and privileges herein given Licensee shall terminate in the event that Licensee shall fail, for a period of one (1) year, to operate said Facilities.
10. This License and all interest of Licensee hereunder, at the option of Licensor, shall terminate upon breach by Licensee of any of the terms or conditions hereof and the failure of Licensee to commence to diligently remedy the same within thirty (30) days after written notice from Licensor so to do.
11. Licensor shall have the right at any time to terminate any portion or all of the rights hereby granted by giving Licensee one (1) year notice in writing of its intention so to do.
12. In the event of the termination of this License, Licensee shall thereupon, at its own expense and risk and within a reasonable time after the termination is effective, remove all Facilities and any other property placed by or for Licensee upon said Premises, and restore said Premises as nearly as practicable to the same state and condition they were in prior to the construction of said Facilities, but should Licensee fail to commence such removal within sixty (60) days after such termination is effective, Licensor may so do, at the risk of Licensee, and all cost and expense of such removal and the restoration of said Premises as aforesaid, together with interest thereon at the rate of interest of eighteen percent (18%) per annum for amounts not paid within thirty (30) days of demand, shall be paid by Licensee upon demand.
13. Licensee shall and will pay, before the same become delinquent, all charges, taxes rates and assessments upon or against said Facilities and any other property or improvements placed by or for Licensee upon said Premises, but Licensor may, at all times after any delinquency, pay and discharge all of such delinquent charges, taxes, rates and assessments, after reasonable verification thereof, and all such payments so made by Licensor, with interest thereon at the rate of interest of eighteen percent (18%) per annum from the date of demand by Licensor, will be paid by Licensee upon demand. The amount of such payments and interest shall be a charge and lien against all Facilities and other property placed by or for Licensee on said Premises.
14. Licensee agrees to indemnify, defend, and hold harmless Licensor against and from any and all claims of personal injury or death, property damage, or environmental damage arising from or in connection with Licensee's use of the said Premises, the conduct of Licensee's business, or any other activity, work, or other things done, permitted or suffered by Licensee or by Licensee's agents, employees, invites, customers, contractors, contractor's employees, licensees, or any other person (hereinafter collectively referred to as "Licensee or Others") in or about the said Premises during the term of this License. Licensee shall further indemnify, defend, and hold harmless Licensor against and from any and all claims and liabilities arising from any breach or default in the performance, on the part of Licensee or Others, of any obligation to be performed under the terms of this License, or arising from any act or negligence of Licensee or Others. If any claim, action or proceeding is brought against Licensor as a result of actions by Licensee or Others, Licensee, upon notice from Licensor, shall

defend the same at Licensee's expense by counsel satisfactory to Licenser. Licensee, as a material part of the consideration to Licenser and to the extent permitted by law, hereby assumes all risk of damage to the said Premises or injury to persons in, upon or about the said Premises, other than due to Licenser's or Licenser's agents or employees' negligence or willful misconduct, and Licensee hereby waives all claims in respect thereof against Licenser.

15. Licensee shall maintain at all times the following minimum insurance, at Licensee's sole expense, in compliance with all applicable laws and regulations and in a form satisfactory to Licenser:

- (a) Workers' Compensation Insurance – licensee will comply with all applicable California legal requirements; coverage to apply to liability as applicable under any state or federal law, regulation, common law process or contractual process;
- (b) Employer's Liability Insurance – minimum limit of \$1,000,000 each occurrence; coverage to apply to liability as applicable under any state or federal law, regulation common law process or contractual process;
- (c) Business Automobile Liability Insurance (including owned, non-owned and hired vehicles) – combined bodily/personal injury, death and property damage – minimum limit of \$1,000,000 each occurrence.
- (d) Commercial General Liability Insurance (including, but not limited to, contractual coverage for liability and indemnity obligations under Section 14 above (subject to the terms and conditions of the policy) and Products/Completed Operations coverage) – combined bodily/personal injury, death and property damage- minimum limit of \$5,000,000 each occurrence; and
- (e) Any other reasonable insurance which Licensee is required to provide by Licenser on mutually agreeable terms between the parties.

Without limiting Licensee's liability under Sections 13 and 14, Licensee shall require subcontractors, if any, to name Licenser and its parent, affiliates and their officers, directors, employees, successors and assigns as additional insureds (except for workers compensation and employers liability) to the insurance carried by subcontractors with respect to the services performed by subcontractors.

Excess or Umbrella Liability Insurance is acceptable as a supplement to meet the minimum liability coverage limits required above in (c) and (d), however, the excess or umbrella coverage shall follow-form with respect to the primary non-contributory insurance provided by the base Commercial General Liability policy.

Licensee shall furnish evidence satisfactory to Licenser's designated representative that such insurances are in effect. To the maximum extent permitted by applicable law and without in any way limiting Licensee's obligations, indemnities and liabilities hereunder,

all insurance policies maintained by Licensee in accordance with the Section 15 and any other insurance maintained applicable to Licensee's performance hereunder, shall include Licensor as additional insureds (except workers compensation and employers liability). All applicable insurance coverage shall contain a waiver of subrogation in favor of Licensor. The Commercial General Liability insurance required to be maintained by Licensee shall be primary insurance underlying any other applicable insurance, including but not limited to similar or complimentary insurance maintained by Licensor, and shall not be limited by the liability and indemnity provisions of Section 14, but only in accordance with the policy's terms and conditions.

Licensee's agent/broker shall give Licensor thirty (30) days prior written notice in the event of cancellation of the insurance. Before performing any activity on said Premises, Licensee shall provide Licensor with certificates or other documentary evidence satisfactory to Licensor of the insurance and endorsements required under this Section 15. Licensor's acceptance of this certificate does not constitute a waiver, release or modification of any of the insurance coverage and endorsements required under this Section 15. Notwithstanding the above, Licensee may provide a program of self-insurance.

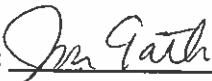
Any and all deductibles in the above-described insurance policies shall be assumed by and for the account of Licensee, at Licensee's sole risk and expense.

16. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business, set forth above, and the same shall be sufficient service of such notice.
17. Licensee hereby recognizes Licensor's title and interest in and to said Premises and agrees never to assail or resist Licensor's title or interest therein by reason of any rights hereby granted.
18. Except as otherwise provided herein, the terms and conditions of this License shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
19. In the event of any suit by Licensor against Licensee to enforce any of the provisions hereof, and if Licensor prevails therein, Licensee agrees to pay Licensor, in addition to any other amounts payable hereunder, a reasonable attorney's fee to be fixed and allowed by the Court.
20. It is understood and agreed that this License is made and is given only to the extent the Licensor has the authority to do so and is subject to valid and existing licenses, leases, grants, exceptions and reservations affecting said Premises.

In WITNESS WHEREOF, the said parties hereto have caused this agreement to be executed in duplicate by their proper officers, who are thereunto duly authorized.

LICENSOR:

AERA ENERGY LLC

By: 
J. M. Gatlin
Attorney-in-Fact

LICENSEE:

Sunrise Power Company, LLC

By: 
John Chillemi
President

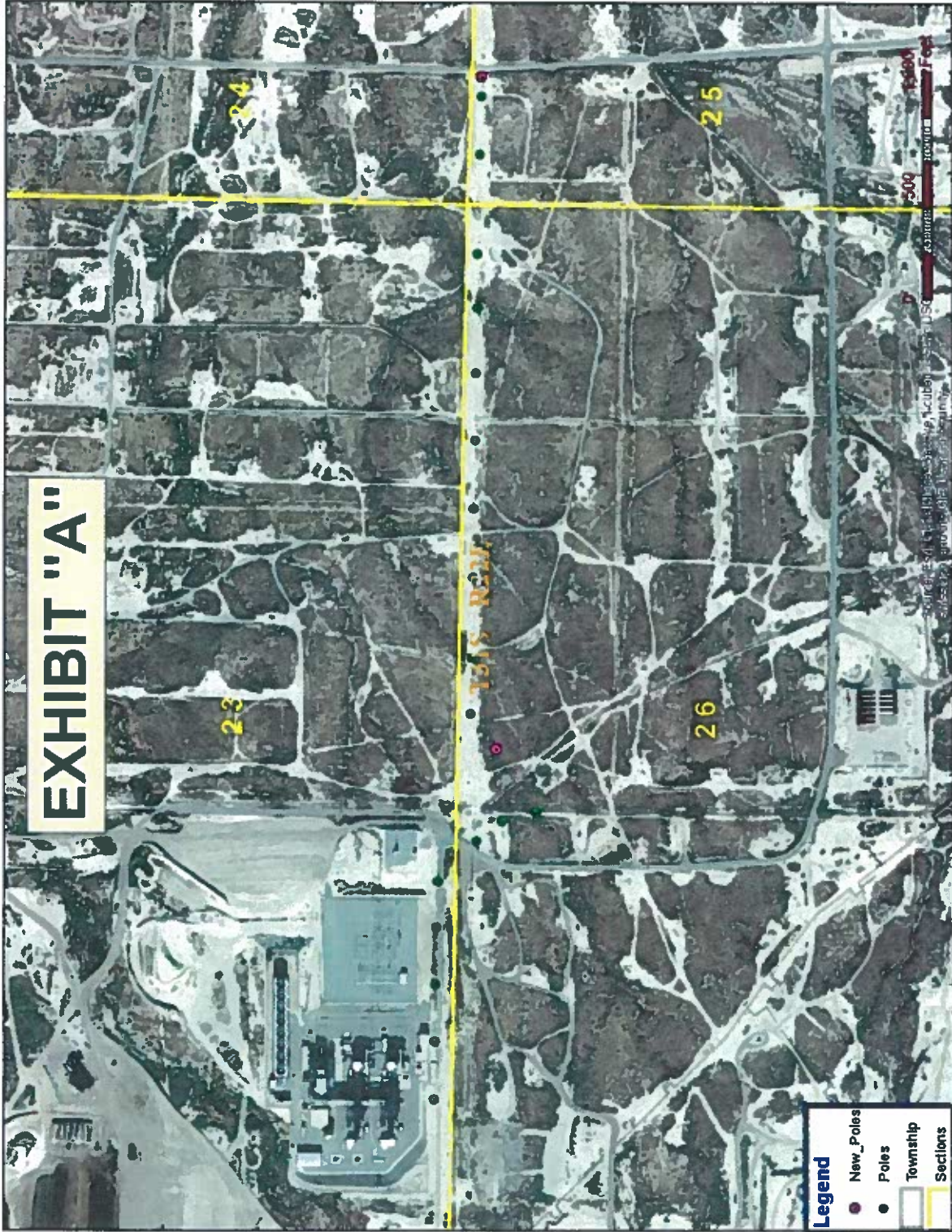


Exhibit 3

**Designated Biologists, Waring Laurendine and Randi McCormick of MBI
Sunrise Power Project, Petition to Replace T1 Communication Line**

Piantka, George

From: Veerkamp, Eric@Energy <Eric.Veerkamp@energy.ca.gov>
Sent: Wednesday, November 18, 2015 2:04 PM
To: Davis, Doug
Cc: Piantka, George
Subject: RE: NRG Sunrise - Designated Biologist Change

Doug/George,

The BIO-2 submittal dated November 3, 2015 requesting the appointment of a Designated Biologist (DB) for Sunrise has been reviewed and approved by Energy Commission technical staff; therefore the submittal has CPM approval. W. Laurendine, and R. McCormick may begin working on the project immediately.

Thanks. Please let me know if you have any questions.

Eric W. Veerkamp
Compliance Project Manager
California Energy Commission
1516 9th Street, MS 2000
Sacramento, CA. 95814
916-654-4611
eric.veerkamp@energy.ca.gov

From: Davis, Doug [<mailto:Douglas.Davis@nrg.com>]
Sent: Tuesday, November 03, 2015 8:48 AM
To: Veerkamp, Eric@Energy
Cc: Watson, Carol@Energy; Piantka, George
Subject: NRG Sunrise - Designated Biologist Change

Mr. Veerkamp,

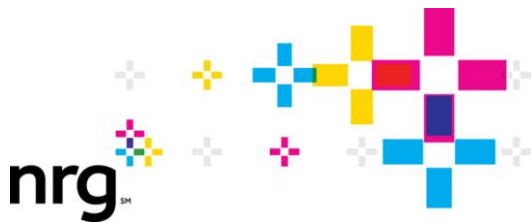
On behalf of Mr. Piantka, please find the attached request for a change in Designated Biologist per COC- BIO-2. Please let us know if you have any questions.



Doug Davis
Manager, Environmental
NRG Energy, West Region
100302 Yates Well Road
Nipton, CA 92364

Office: 702-815-2037
Mobile: 702-239-6118

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Carlsbad Energy Center, LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Phone: 760-710-2156
Fax: 760-710-2158

November 3, 2015

Mr. Eric Veerkamp
Compliance Project Manager
Docket No. 07-AFC-6C
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814

**RE: SUNRISE POWER PROJECT,
DOCKET NO. 98-AFC-04C,
CONDITIONS OF CERTIFICATION, PROFESSIONAL
RESUMES BIO-2, DESIGNATED BIOLOGIST CHANGE**

Dear Eric Veerkamp:

Sunrise Power Project, LLC ("Project Owner") submits the attached resumes of Designated Biologists in compliance with Conditions of Certification (COCs) BIO-2, BIO-3 and BIO-6 for the Sunrise Power Project (SPP).

COC BIO-2 requires the project owner to notify the CPM of a change in Designated Biologist. Attached are the resumes and references for Waring Laurendine and Randi McCormick for the project.

COC BIO-3 requires the Designated Biologist to submit a record of summaries in the Annual Compliance Report.

COC BIO-6 requires the on-site workers to participate in a Worker Environmental Awareness Program developed by the designated biologist.

Project Owner provides these submittals for your review, concurrence, and approval as needed.

If you have any questions regarding this submittal, please contact George Piantka at (760) 710-2156.

Sincerely,

George Piantka,
Sr. Director, Regulatory Environmental Business
NRG Energy, West Region

Enclosures: Resumes for Waring Laurendine and Randi McCormick



McCORMICK BIOLOGICAL, INC.

Biological Sciences – Inventory, Permitting, and Planning

Waring Laurendine *Senior Biologist*

Mr. Laurendine joined the staff of McCormick Biological, Inc. (MBI) in December 2014, bringing with him 30 years of biological consulting experience specializing in wetland delineation, environmental permit regulations, and project construction compliance monitoring in the state of California. He has consulted with a variety of clients including local agencies, large developers, planning firms, attorneys, cities, counties, water districts, and oil and gas companies.

Selected Project Experience – MBI

2014

PRESENT

Rosedale Rio Bravo Water Storage District (RRBWSD), WaterSMART Program

Mr. Laurendine conducted biological surveys, and a review of environmental documents to assess riparian conditions at 16 sites throughout the District. He provided the client with a biological assessment report evaluating special-status biological resources that may be affected by the proposed Water Conservation, Energy Efficiency, and Solar Power Project for inclusion into the WaterSMART program.

2015

PRESENT

PG&E, Kern Canyon Bunker Repair and Sediment Diversion Revegetation Implementation

Mr. Laurendine is the lead biologist responsible for riparian tree replacement, monitoring and reporting for this project in the Kern River Canyon, Kern County, California. The project has involved selection of tree planting locations, implementation and adjustment of watering schedule and delivery system in a dry environment, client communication and reporting.

2013

PRESENT

Buena Vista Water Storage District/Rosedale Rio Bravo Water Storage District, James Groundwater Project

Mr. Laurendine conducted field surveys for burrowing owl, SJKF, and assisted with botanical surveys. He assisted with the small mammal trapping effort for Tipton kangaroo rat and Buena Vista Lake shrew (working with the Endangered Species Recovery Program [ESRP]), and conducted protocol surveys for BNLL, and Swainson's hawk. In addition, Mr. Laurendine prepared the Biological Assessment for the project's California Environmental Quality Act (CEQA) document that is currently under review. He is continuing to assist the project with biological consulting tasks as needed.

Education

- Fresno State University
*Bachelor of Arts –
Environmental Biology, 1984*
- Graduate Studies
Marine Ichthyology, 1984–1987
- Fresno State University
Teaching Credential

Approved Biologist

- MBHCP
*CDFW ITP No. 2081-2013-058-04
San Joaquin kit fox, Tipton kangaroo
rat, San Joaquin antelope squirrel*

Relevant Experience

- McCormick Biological, Inc.
Senior Biologist, 2014–Present
- Live Oak Associates, Inc.
Senior Environmental Biologist, 2007–2014
- Quad Knopf, Inc.
Manager–Biology Department, 1992–2007
- California Department of Fish and Game
*Seasonal Aid–Mussel Watch Program,
1986*
- Jones & Stokes Associates
Biologist, 1986–1987
- Woodward-Clyde Consultants
Biologist, 1985

Continuing Education

- *Advanced CEQA*
AEP, 2015
- *Western Section Annual Conference*
The Wildlife Society (TWS), 2015
- *California Fairy Shrimp Identification*
Denton Belt, 1995
Mary Belk, 2006
- *Wetland Delineations*
Wetland Training Institute, 1995
- *Habitat Conservation Planning*
TWS, 1995

2000

PRESENT

Metropolitan Bakersfield Habitat Conservation Plan (MBHCP) Compliance Assistance

Mr. Laurendine has provided biological consulting services assisting clients with compliance issues related to the MBHCP including preconstruction surveys, and SJKE den excavation. Clients have included, but are not limited to, O'Reilly Auto Parts, Golden Corral, CSUB, Cruz Thru Express Car Wash, Lennar, Kern County School District, Dee Jasper and Associates, Swanson Engineering, DYCO, Dove Creek Bible Church, Sports Xchange, Mustang Square LLC, and Benchmark Communities. As a Senior Biologist with MBI, Mr. Laurendine continues to provide biological clearance surveys and construction monitoring for many local firms.

Selected Project Experience – Previous to MBI

2007

PRESENT

Kern County Water Agency, Aqueduct Turnout No. 2/Cross Valley Canal

Mr. Laurendine completed protocol surveys for threatened and endangered species including BNLL surveys following the applicable California Department of Fish and Wildlife (CDFW) survey methodology for the species, as well as construction monitoring and revegetation activities for permit compliance. In addition, he prepared the draft applications for a CDFW Lake and Streambed Alteration Agreement (LSAA), Army Corps of Engineers (ACOE) 404 Nationwide Permit, California Regional Water Quality Control Board (RWQCB) Section 401 Certification, and a Department of Water Resources (DWR) Encroachment Permit. He also assisted with the small mammal trapping effort for Buena Vista Lake shrew in conjunction with the ESRP.

2009

2014

Duke Energy/Energy Renewal Partners, Panoche Solar Project

Mr. Laurendine conducts biological field surveys for a proposed solar project in the Panoche Valley area of San Benito and Fresno Counties in Central California.

2005

2007

California State University–Bakersfield (CSUB), Biotic Evaluation CSUB Master Plan and Master Plan Update CEQA Document

Mr. Laurendine served as a lead biologist in the preparation of the biological portions of the CSUB Campus Master Plan, and Master Plan Update CEQA document. He supervised interdisciplinary teams of biologists characterizing the biological setting of the project site and planning areas, determining project impacts, and developing conceptual mitigation plans consistent with the requirements of CEQA.

1996

1996

Southern California Gas Company, Ventura River Pipeline Crossing

Mr. Laurendine conducted the biological field work and coordinated additional survey efforts to support the environmental documentation required for Section 2081 of the California Fish and Game Code (CFG), and Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service. The permit package included permits from the ACOE, Coastal Commission, RWQCB, CDFW, Office of Historic Preservation, and the National Marine Fisheries Service.



McCORMICK BIOLOGICAL, INC.

Biological Sciences – Inventory, Permitting, and Planning

Randi McCormick

Principal Biologist

Ms. McCormick has 28 years of biological consulting experience specializing in inventory, impact evaluation and mitigation strategy for biological resources of the valleys, foothills, and deserts of central California. McCormick Biological, Inc. (MBI) was founded by Ms. McCormick in 2001, and has grown to its current staff of 20 biologists and additional support staff. MBI's network of specialists and field technicians allows the company to staff additional personnel during seasonal work, or in response to client needs. During the 2013 and 2014 field seasons, MBI staffed up to 45 employees with additional subcontractor support.

Selected Project Experience

2002

PRESENT

Kern County Public Works, Roads Department, Biological Consulting Services

Ms. McCormick is the principal for MBI under an on-call contract for biological consulting services to Kern County Public Works Roads Department. Assistance has included inventories, focused surveys, permits, revegetation and monitoring throughout Kern County.

2011

PRESENT

PG&E San Joaquin Valley HCP, Biological Consulting Services

Ms. McCormick is the principal biologist for more than 50 projects in Kern, Kings, and Fresno Counties, as a subconsultant to several master service agreement holders. She directs biological pre-activity surveys, nesting bird surveys, report preparation, permit applications, mitigation implementation, and biological monitoring.

2013

2014

Althouse and Meade – Topaz Solar Project, Designated Biologist

Ms. McCormick participated on a team of biologists to function as one of the Designated Biologists for the Topaz Solar Project located on the Carrizo Plain in San Luis Obispo County. Duties included overseeing pre-construction surveys, project site inspections, San Joaquin kit fox telemetry, assistance with implementation of the California Endangered Species Act (CESA) Incidental Take Permit (ITP), the U.S. Fish and Wildlife Service (USFWS) Biological Opinion, and the San Luis Obispo County Mitigation Monitoring Plan during the construction phase of the project.

2001

PRESENT

Chevron Business Partner, Biological Consulting Services

Ms. McCormick is the principal for MBI under an on-call contract for biological consulting services to Chevron North America Production and Exploration, and associated companies in Central California. Inventories, focused surveys, permitting, and monitoring in Kern, Kings, Monterey, and Fresno Counties have resulted in numerous detections and avoidance of listed and other special-status species. Ms. McCormick is the lead regional biologist working on a team preparing the Chevron Lokern Habitat Conservation Plan that addresses 11 animals and 5 plant species, including San Joaquin kit fox, Tipton kangaroo rat, giant kangaroo rat, blunt-nosed leopard lizard, San Joaquin antelope squirrel, and burrowing owl, among other special-status species. Ms. McCormick has work on the HCP through changes in client organization, and personnel changes at both the client and cooperating wildlife agencies.

Education

- California State University–Bakersfield
Bachelor of Science–Biology, 1990
- Texas A&M University–College Station
Major: Civil Engineering/Geology, 1980–85

Permits

- CESA–Plant Voucher Collecting
Permit No. 2081(a)-12-84-V

Designated/Approved Biologist

- MBHCP
CDFW ITP No. 2081-2013-058-04
San Joaquin kit fox
- LINN Energy, LLC (Previously Berry Petroleum Company)
CDFW ITP No. 2081-2011-037-04
San Joaquin kit fox, San Joaquin antelope squirrel, Giant kangaroo rat

Continuing Education

- *Regulatory Program Workshop*
U.S. Army Corps of Engineers, 2014
- *Instructor, The Wildlife Society (TWS) San Joaquin Chapter*
May 2007, 2009, and 2013 (BNLL),
September 2010 and 2012 (Mammal)
- *Western Section Raptor Symposium*
TWS, January 2011
- *Advanced CEQA Workshop*
AEP, 2014
- *Endangered Species Permitting: Strategies and Successful Negotiations*
TWS–Western Section/Chapman University/Roger C. Hobbs Institute, 2006
ECORP Consulting, Inc./Solution Strategies
- *USACE Wetland Delineation Certification Training Program*
Environmental Technology Center, 1996

2006

PRESENT

Chevron Environmental Management Company, EPC Landfill (lead agency, DTSC)

This is a 240-acre project that involves proper closing of a landfill located northeast of Bakersfield, California. Ms. McCormick is the lead biologist preparing a biological resource assessment for CEQA compliance, CDFW Section 1600 Lake and Streambed Alteration Notification, CESA ITP Application, Preliminary Wetland Determination, and Federal Endangered Species Act Authorization through the Kern Water Bank HCP. Surveys completed have included blunt-nosed leopard lizard focused surveys, San Joaquin kit fox detection surveys, rare plant surveys, and vegetation mapping.

2007

2012

RMT/Aero Energy/Western Wind, Windstar Wind Energy Project (lead agency, Kern County)

Ms. McCormick was the lead biologist coordinating a team that worked on all phases of this wind energy project located southeast of Tehachapi, California. Surveys included floristic survey, focused burrowing owl surveys, nesting bird surveys, bird use and migratory bird counts, desert tortoise clearance surveys, and bat surveys. Ms. McCormick prepared all biological technical documents, CESA Incidental Take Permit Application, endangered species orientation materials, and construction monitoring reports. She coordinated a team of monitors during the construction phase including desert tortoise monitors and monitoring for compliance with CEQA mitigation measures and requirements of CDFG lake and streambed alteration agreement for the project. During the construction phase of the project, Ms. McCormick conducted various pre-construction surveys and biological monitoring tasks in compliance with the project CDFG Streambed Alteration Agreement, CESA Incidental Take Permit, and CEQA Mitigation Monitoring Plan.

From: Piantka, George [mailto:George.Piantka@nrg.com]
Sent: Thursday, December 03, 2015 7:07 AM
To: Veerkamp, Eric@Energy
Cc: Bertolini, Tom; Davis, Doug
Subject: RE: Sunrise Power Company (98-AFC-04C) - Petition to Replace T1 Communication Line

Eric,

Below is the list of property owners and the respective land representatives along the fiber-optic cable alignment within 1000 ft. I have contacted each land representatives regarding our project. We have executed easement agreements with Area and Chevron. We will still conduct a parcel map review at the County offices as well. That should be done by end of week. Nonetheless, I am comfortable that we have identified the property owners.

Please contact me if you have questions.

Thank you

Terry Enders

Land Representative, San Joaquin Valley Business Unit
California Land Division

Chevron North America Exploration & Production Company

(a Chevron U.S.A. Inc. division)

9525 Camino Media

Bakersfield, CA 93311

Tel 661/654-7496 (office)

Tel 661/344-6368 (cell)

Fax 661/654-7392

tenders@chevron.com

Ed Rushing

Land Analyst

Land Department

Aera Energy LLC

(661) 665-5025 wk

(661) 364-5041 cell

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2A27-E

edrushing@aeraenergy.com

George Piantka, PE

Sr. Director, Regulatory Environmental Services

NRG Energy, Inc.

5790 Fleet Street, Suite 200

Carlsbad, CA 92008

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760.707.6833 mobile

george.piantka@nrg.com